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Attorneys for Defendant
JOHN MUIR HEALTH

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA
SAN FRANCISCO DIVISION

TRANSCRIPTION
COMMUNICATIONS CORPORATION,

Plaintiff,

v.

JOHN MUIR HEALTH, et al.,
Defendants.

No. 08-cv-04418-TEH

**STIPULATION AND ~~PROPOSED~~
ORDER AWARDING ATTORNEYS' FEES
AND RELATED LIEN TO JOHN MUIR
HEALTH**

Judge: Hon. Thelton Henderson
Courtroom: 12

Action Filed: July 7, 2008
Removal Filed: September 22, 2008
Judgment Entered: March 27, 2009

WHEREAS, plaintiff Transcription Communications Corporation ("TCC") sued defendant John Muir Health ("John Muir") alleging breach of certain contracts (the "Services Agreements");

WHEREAS, John Muir moved to dismiss TCC's claims against it, and the Court granted John Muir's motion on March 16, 2009, and denied TCC leave to amend, and judgment was entered against TCC and in John Muir's favor on March 27, 2009;

WHEREAS, John Muir has moved to recover its attorneys' fees and costs

1 pursuant to Federal Rule of Civil Procedure 54, California Civil Code section 1717, and
2 the relevant provisions of the Services Agreements;

3 **WHEREAS**, John Muir and TCC have entered into an agreement resolving John
4 Muir's claims for attorneys' fees and costs and TCC's right to appeal the judgment in
5 John Muir's favor (the "Settlement Agreement");

6 **THEREFORE**, John Muir and TCC hereby stipulate and respectfully request that
7 the Court order as follows:

8 1. John Muir hereby withdraws its motion for attorneys' fees and costs,
9 currently scheduled for hearing on May 18, 2009;

10 2. John Muir is entitled to recover \$15,000.00 in attorneys' fees, subject to the
11 terms of the Settlement Agreement;

12 3. The Court will retain jurisdiction over John Muir and TCC for the purpose of
13 enforcing the Settlement Agreement in the unlikely event that a dispute arises between
14 John Muir and TCC relating thereto;

15 4. John Muir shall have a lien in its favor against any moneys recoverable
16 pursuant to the Settlement Agreement, up to a total of \$15,000.00, recovered by TCC,
17 whether by judgment, settlement, or otherwise, from John Muir's co-defendants or any
18 other individual or entity in the above-captioned matter or in any subsequent matter
19 involving the facts or claims alleged by TCC herein; and

20 5. The March 27, 2009 Judgment in John Muir's favor should be amended to
21 reflect the award of fees and related lien in its favor requested herein.

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1 Respectfully submitted and so stipulated,

2 Dated: April 27, 2009

MENNEMEIER, GLASSMAN & STROUD, LLP

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By: /s/

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Attorneys for Plaintiff TRANSCRIPTION

COMMUNICATIONS CORPORATION

8

9 Dated: April 27, 2009

HANSON BRIDGETT LLP

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By: /s/

11

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HEALTH

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I, Adam W. Hofmann, am the ECF User whose ID and password are being used
to file this Stipulation and [Proposed] Order. In compliance with General Order 45, X.B.,
16 I hereby attest, through my signature above, that Landon D, Bailey concurred in this
filing.

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1 Based on the stipulation of the parties and good cause appearing therefore, **IT IS**
2 **HEREBY ORDERED** that:

3 1. John Muir's motion for attorneys' fees and costs, currently scheduled for
4 hearing on May 18, 2009, is taken off calendar;

5 2. John Muir is awarded \$15,000.00 in attorneys' fees, subject to the terms of
6 the Settlement Agreement;


7 3. The Court will retain jurisdiction over John Muir and TCC for the purpose of
8 enforcing the Settlement Agreement in the event that a dispute arises between John
9 Muir and TCC relating thereto;

10 4. John Muir is granted a lien in its favor against any moneys recoverable
11 pursuant to the settlement agreement, up to a total of \$15,000.00, recovered by TCC,
12 whether by judgment, settlement, or otherwise, from John Muir's co-defendants or any
13 other individual or entity in the above-captioned matter or in any subsequent matter
14 involving the facts or claims alleged by TCC herein; and

15 5. The March 27, 2009 Judgment in John Muir's favor shall be amended to
16 reflect the award of fees and related lien in its favor ordered herein.

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19 IT IS SO ORDERED.

20 Dated: 4/28/09


Hon. Thelton E. Henderson
United States District Court